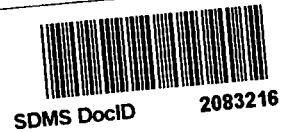


USR METALS INC.
c/o Ralph T. McElvenny, Jr.
2200 Post Oak Boulevard, Suite 715
Houston, Texas 77056

ORIGINAL



October 24, 2006

Via Federal Express

Mr. Harry R. Steinmetz (3HS62)
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103

**Re: Extension of Time for Answer to Comprehensive
Environmental Response**

Dear Mr. Steinmetz:

Please be advised that in further response to your request for information as above, USR Metals, Inc. ("Company") hereby requests an extension of time to answer of five business days from October 24, 2006 to October 31, 2006.

This short extension is necessary because of the voluminous information being gathered from Pennsylvania and from file storage, time constraints due to the undersigned's weakened health condition, and developments affecting the Company's plan to decontaminate equipment to help clear the site for remediation.

I am told by local management that your representative from the Pennsylvania Department of the EPA (Mr. Jeff Whitehead) is following development closely and understands this matter.

If you have any questions, you can reach Mr. Tim Miller in Bloomsburg (570) 784-3510, or me on my cell (713) 854-8150.

Thank you.

Sincerely,

A handwritten signature in black ink, which appears to read "Ralph T. McElvenny, Jr.", is written over a horizontal line.

Ralph T. McElvenny, Jr.
Authorized Person

1 From
Date 10.24.06 Sender's FedEx
Account Number
Sender's Name R. McELVENNY, JR Phone 713 854-8150
Company USR METALS, INC
Address 2200 POST OAK BLVD., STE 725
City HOUSTON State TX ZIP 77056

2 Your Internal Billing Reference

3 To
Recipient's Name MR. HARRY STEINMETZ Phone (215) 814-3161

Company U.S. ENVIRONMENTAL PROTECTION AGENCY

Recipient's Address 1650 ARCH ST.
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City PHILADELPHIA State PA ZIP 19103

4a Express Package Service

Packages up to 150 lbs.

1 ☒ FedEx Priority Overnight Next business morning* 5 ☐ FedEx Standard Overnight Next business afternoon* 6 ☐ FedEx First Overnight Earliest next business morning delivery to select locations*

3 ☐ FedEx 2Day Second business day* 20 ☐ FedEx Express Saver Third business day*
FedEx Envelope rate not available. Minimum charge: One-pound rate.

4b Express Freight Service

Packages over 150 lbs.

7 ☐ FedEx 1Day Freight* 8 ☐ FedEx 2Day Freight Second business day* 83 ☐ FedEx 3Day Freight Third business day*

* Call for Confirmation.

5 Packaging

* Declared value limit \$500

6 ☒ FedEx Envelope* 2 ☐ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak 3 ☐ FedEx Box 4 ☐ FedEx Tube 1 ☐ Other

6 Special Handling

Include FedEx address in Section 3.

3 ☐ SATURDAY Delivery Available ONLY for FedEx Priority Overnight, FedEx 2Day, FedEx 10 day Freight, and FedEx 30 day Freight to select ZIP codes. 1 ☐ HOLD Weekday at FedEx Location Not available for FedEx First Overnight. 31 ☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods?

One box must be checked.

☒ No 4 ☐ Yes As per attached Shipper's Declaration 5 ☐ Yes Shipper's Declaration not required 6 ☐ Dry Ice Dry Ice, 9, UN 1845 x kg ☐ Cargo Aircraft Only

7 Payment

Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Obtain Recip. Acct. No.

1 ☐ Sender Acct. No. in Section 1 will be billed. 2 ☐ Recipient 3 ☒ Third Party 4 ☐ Credit Card 5 ☐ Cash/Check

FedEx Acct. No.
Credit Card No.

0071-1606-3

Exp.
Date

Total Packages

Total Weight

Total Charges

*Our liability is limited to \$100 unless you declare a higher value. See the FedEx Service Guide for details.

8 Sign to Authorize Delivery Without a Signature

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

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Terms And Conditions

Definitions On this Airbill, "we," "our," and "us" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in our current Service Guide, which is available on request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the Service Guide and this Airbill, the Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Our liability in connection with this shipment is limited to the lesser of your actual damages or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not Federal Express had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

• We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for a FedEx Envelope or FedEx Pak shipment is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of extraordinary value, in which case the highest declared value allowed is \$500.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$100, \$500, or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN

WRITING and notify us of your claim within strict time limits set out in the current Service Guide.

You may call our Customer Service department: 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim.

Within 45 days after you notify us of your claim, send us all the information you have about it. We are obligated to act on any claim until you have paid a transportation charges, and you may not deduct the value of your claim from those charges.

If the recipient accepts your package without noting damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packaging available for inspection.

Right To Inspect We may, at our option, open a copy of your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause damage to other shipments, equipment, or persons. The shipment is prohibited by law; or if the shipper violates any terms of our Airbill or our current Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE ON THIS AIRBILL. If C.O.D. Service is required, please contact Federal Express C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the transportation portion of this service, if any, is paid by the shipper.

Money-Back Guarantee In the event of untimely delivery, Federal Express will, at your request and with some restrictions, refund or credit all transportation charges. See current Service Guide for more information.